SERIAL 04031 S MOTORCYCLE MAINTENANCE AND REPAIR

DATE OF LAST REVISION: January 09, 2005 CONTRACT END DATE: May 31, 2009

MAY 31, 2009 CONTRACT PERIOD THROUGH MAY 31, 2006

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for MOTORCYCLE MAINTENANCE AND REPAIR (NIGP CODE 92962)

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on MAY 05, 2004.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Director Materials Management

WP/**ks** Attach

Copy to: Clerk of the Board

Amie Bristol, MCSO Procurement Kathy Sicard, Materials Management

SPECIFICATIONS ON INVITATION FOR BID FOR: MOTORCYCLE MAINTENANCE AND REPAIR (NIGP CODE 92962)

1.0 INTENT:

The intent of this bid is to set up a multi-vendor contract for the maintenance and repair of the Maricopa County Sheriff's Office motorcycle fleet. The fleet includes both Kawasaki and Harley-Davidson motorcycles. Vendors may bid on one or both types of motorcycles.

2.0 TECHNICAL SPECIFICATIONS:

- 2.1 DEFINITIONS:
 - 2.1.1 Minor Service. A service that is provided approximately every 3000 through 5000 miles
 - 2.1.2 Major Service. A service to be provided approximately every 6000 through 10,000 miles

2.2 MINOR SERVICE TO INCLUDE:

- 2.2.1 FRONT WHEEL:
 - 2.2.1.1 Check Bearings
 - 2.2.1.2 Check Shraider Valve
 - 2.2.1.3 Check Tire
 - 2.2.1.4 Check Tire Pressure

2.2.2 REAR WHEEL:

- 2.2.2.1 Check Bearings
- 2.2.2.2 Check Shraider Valve and Valve Stem
- 2.2.2.3 Check Hub Free Play in Dampener
- 2.2.2.4 Check Sprocket or Pulley
- 2.2.2.5 Check Bolts & Nuts
- 2.2.2.6 Check Axle Nut & Cotter Pin
- 2.2.2.7 Check/Service Drive Chain
- 2.2.2.8 Check Tire Pressure

2.2.3 FRONT BRAKE:

- 2.2.3.1 Check Pads
- 2.2.3.2 Check Caliper(s)
- 2.2.3.3 Check Brake Lines
- 2.2.3.4 Check Rotors
- 2.2.3.5 Check Brake Fluid
- 2.2.3.6 Check Master Cylinder
- 2.2.3.7 Check Brake Hand Lever
- 2.2.3.8 Check Nuts & Bolts

2.2.4 REAR BRAKES:

- 2.2.4.1 Check Pads
- 2.2.4.2 Check Caliper(s)
- 2.2.4.3 Check Brake Lines
- 2.2.4.4 Check Rotors
- 2.2.4.5 Check Brake Fluid
- 2.2.4.6 Check Master Cylinder
- 2.2.4.7 Check Foot Brake Lever
- 2.2.4.8 Check Hime Joints and all related linkage
- 2.2.4.9 Check Nuts & Bolts

2.2.5 FORKS:

- 2.2.5.1 Check Tubes
- 2.2.5.2 Check Legs
- 2.2.5.3 Check Seals
- 2.2.5.4 Check Upper & Lower Clamp (Torque Bolts on Steering Head)
- 2.2.5.5 Check Steering Head Bearings
- 2.2.5.6 Check Handlebar (Torque Bolts)

2.2.6 FAIRING:

- 2.2.6.1 Check Mount (bolts)
- 2.2.6.2 Check Windshield Screws (Plastic)
- 2.2.6.3 Check Windshield
- 2.2.6.4 Check Lid Snaps
- 2.2.6.5 Check Head Light
- 2.2.6.6 Check Strobes
- 2.2.6.7 Check Harness Connector
- 2.2.6.8 Check Mount to Crash Bar

2.2.7 FRAME:

- 2.2.7.1 Check Frame
- 2.2.7.2 Check Center Stand
- 2.2.7.3 Check Center Stand Mount (if installed)
- 2.2.7.4 Check Side Stand Assembly
- 2.2.7.5 Check Swing Arm Torque

2.2.8	8 FOOT BOARDS:				
	2.2.8.1 Sea	rvice Foot Boards			
	2.2.8.2 Ch	neck Dampener			
	2.2.8.3 Ch	neck Board (Cracks)			
	2.2.8.4 Ch	eck Skids			
	2.2.8.5 Ch	eck Nuts & Bolts			
2.2.9	FOOT SHII	FTER:			
	2.2.9.1 Ch	eck Shifter			
	2.2.9.2 Ch	eck Hime Joints and all related linkage			
	2.2.9.3 Ch	eck Dampener (Toe, Heel, Bolts and Nuts)			
2.2.10	ELECTRIC	AL:			
	2.2.10.1	Check Charging (15.5 DVC @ 4,000 RPM; 5-7 ACD @ just about idle 1,000+ RPM)			
	2.2.10.2	Check Battery			
	2.2.10.3	Check Cables			
	2.2.10.4	Check Harness Connectors			
	2.2.10.5	Check Switches (LH & RH) & Safety Check			
	2.2.10.6	Check Strobes			
	2.2.10.7	Check Tail Lights			
	2.2.10.8	Check High & Low Beam Headlights			
	2.2.10.9	Check Front & Rear Turn Signals			
	2.2.10.10	Check Plate Lights			
	2.2.10.11	Check Siren			
	2.2.10.12	Check Radio			
	2.2.10.13	Check Front Level & Rear Foot Brake Lights			
	2.2.10.14	Check Rear Hazard Crash Bars			
	2.2.10.15	Check Left & Right Saddle Bag as well as rear box			
	2.2.10.16	Check Rear Fender			
	2.2.10.17	Check Front Fender			

2.2.11	ENGINE:					
	2.2.11.1	Check Oil Leaks				
	2.2.11.2	Check Exhaust Nuts to Frame on Header Pipes				
	2.2.11.3	Check Intake Manifolds				
	2.2.11.4	Check Clamps, Manifolds, to Carburetors				
	2.2.11.5	Check Cables to Carburetors (if installed)				
	2.2.11.6	Check Boots, Carburetors, to Air Box (if installed)				
	2.2.11.7	Check Injectors (if installed)				
	2.2.11.8	Check Throttle Body and Cables (if installed)				
	2.2.11.9	Check Elbow Hose, Air Box, to Engine (PCV)				
	2.2.11.10	Check Sync to Carburetors				
	2.2.11.11	Check EGA Emissions				
	2.2.11.12	Check Spark Plugs				
	2.2.11.13	Check Service Advancer				
	2.2.11.14	Change Oil.				
		2.2.11.14.1 Harley Davidson 20W-50 or Synthetic Syn3 oil depending on which motorcycle.				
		2.2.11.14.2 Kawaski Torco Brand 10W-40 or 20W-50 depending on which motorcycle.				
	2.2.11.15	Change Filter				
	2.2.11.16	Change O-Rings				
	2.2.11.17	Change Air Filter				
2.2.12	OTHER SE	ERVICES:				
	2.2.12.1	Pressure Wash Bike				
	2.2.12.2	Polish Bike				
	2.2.12.3	Safety Ride Bike				
	2.2.12.4	Chain, Clutch and Cable Adjustments				
	2.2.12.5	Check and Adjust Drive Belt (if installed)				
	2.2.12.6	Check Primary Sprocket				

2.3 MAJOR SERVICE TO INCLUDE:

- 2.3.1 Perform All Minor Service and
- 2.3.2 Change Fork Oil
 - 2.3.2.1 Harley Davidson Form Oil Type E
 - 2.3.2.2 Kawasaki Red Line Synthetic 10 Weight
- 2.3.3 Adjust Valves

2.4 OTHER SPECIFICATIONS:

- 2.4.1 Vendors must be an authorized and certified service centers for the motorcycle type bid. Proof of this certification must accompany the response to this bid. If a prospective vendor does not have the certification, it may be obtained within 90 days after award of this bid.
- 2.4.2 Products used shall meet or exceed OEM specifications. Rebuilt/remanufactured components may be acceptable for Sheriff's Office requirements. The vendor will clearly identify any component, which is not a "new item." Utilization of any component, other than "new" shall be at the discretion of the Sheriff's Office.
- 2.4.3 Service provided shall be in strict compliance with the specific manufacturer's specifications
- 2.4.4 In addition to this bid, blanket discounts are required for related items as covered by current pricing documents.
- 2.4.5 The respondents shall complete the pricing section that relates to their inventory. The bidders are instructed to list all stock merchandise, product lines, and service available to the Maricopa County Sheriff's Office.
- 2.4.6 A labor rate is required at the vendor facility.

2.5 ACCEPTANCE:

Upon successful completion of the performance period, the system shall be deemed accepted and the warranty period begins. All documentation shall be completed prior to final acceptance.

2.6 ADDITIONAL PRICING:

Contractors are strongly encouraged to offer additional pricing for related items/products/components, which are not specifically addressed as line items in the Invitation For Bids. Pricing offered should be noted on the pricing pages of the Contractor response in the format requested. Two sets of catalogs/pricing documents shall accompany any additional pricing offered.

2.7 TAX:

No tax shall be levied against labor. Bid pricing to include all labor, overhead tools and equipment used, profit, and any taxes that may be levied. It is the responsibility of the Contractor to determine any and all taxes and include the same in bid price.

2.8 DELIVERY:

It shall be the Contractor's responsibility to meet the County's delivery requirements, as called for in the Technical Specifications. Maricopa County reserves the right to obtain services on the open market in the event the Contractor fails to make delivery and any price differential will be charged against the Contractor.

3.0 **SPECIAL TERMS & CONDITIONS:**

3.1 CONTRACT LENGTH:

This Invitation for Bids is for awarding a firm, fixed price purchasing contract to cover a two (2) year period.

3.2 OPTION TO EXTEND:

The County may, at their option and with the approval of the Contractor, extend the period of this Contract up to a maximum of three (3), one (1) year options. The Contractor shall be notified in writing by the Materials Management Department of the County's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period.

3.3 ESCALATION:

Any request for reasonable price adjustments must be submitted thirty (30) days prior to the Contract expiration date. Justification for the requested adjustment in cost of labor and/or materials must be supported by appropriate documentation and fall with in the Producer Price Index for the commodity. Increases are subject to approval in writing by the Materials Management Department prior to any adjusted invoicing being submitted for payment.

3.4 EVALUATION CRITERIA:

The evaluation of this Bid will be based on, but not limited to, the following:

- 3.4.1 Compliance with specifications
- 3.4.2 Price
- 3.4.3 Determination of responsibility

The County reserves the right to award in whole or in part, by item or group of items, by section or geographic area, or make multiple awards, where such action serves the County's best interest.

3.5 FACILITIES:

During the course of this Agreement, the County shall provide the Contractor's personnel with adequate workspace for consultants and such other related facilities as may be required by Contractor to carry out its obligation enumerated herein.

3.6 INDEMNIFICATION AND INSURANCE:

3.6.1 INDEMNIFICATION.

To the fullest extent permitted by law, CONTRACTOR shall defend, indemnify, and hold harmless COUNTY, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the acts, errors, omissions or mistakes relating to the performance of this Contract. CONTRACTOR'S duty to defend, indemnify and hold harmless COUNTY, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property, including loss of use resulting therefrom, caused by any acts, errors, omissions or mistakes in the performance of this Contract including any person for whose acts, errors, omissions or mistakes CONTRACTOR may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

3.6.2 Abrogation of Arizona Revised Statutes Section 34-226.

In the event that A.R.S. § 34-226 shall be repealed or held unconstitutional or otherwise invalid by a court of competent jurisdiction, then to the fullest extent permitted by law, CONTRACTOR shall defend, indemnify and hold harmless COUNTY, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or resulting from CONTRACTOR'S work or services. CONTRACTOR'S duty to defend, indemnify and hold harmless, COUNTY, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, injury to, impairment or destruction of property including loss of use resulting therefrom, caused in whole or in part by any act or omission of CONTRACTOR, anyone CONTRACTOR directly or indirectly employs or anyone for whose acts CONTRACTOR may be liable, regardless of whether it is caused in part by a party indemnified hereunder, including COUNTY.

The scope of this indemnification does not extend to the sole negligence of **COUNTY**.

3.6.3 <u>Insurance Requirements</u>.

CONTRACTOR, at **CONTRACTOR'S** own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++6. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of **COUNTY**. The form of any insurance policies and forms must be acceptable to **COUNTY**.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of **COUNTY**, constitute a material breach of this Contract.

CONTRACTOR'S insurance shall be primary insurance as respects **COUNTY**, and any insurance or self-insurance maintained by **COUNTY** shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect **COUNTY**.

The insurance policies may provide coverage, which contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to **COUNTY** under such policies. **CONTRACTOR** shall be solely responsible for the deductible and/or self-insured retention and **COUNTY**, at its option, may require **CONTRACTOR** to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

COUNTY reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. **COUNTY** shall not be obligated, however, to review such policies and/or endorsements or to advise **CONTRACTOR** of any deficiencies in such policies and endorsements, and such receipt shall not relieve **CONTRACTOR** from, or be deemed a waiver of **COUNTY'S** right to insist on strict fulfillment of **CONTRACTOR'S** obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, shall name **COUNTY**, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against **COUNTY**, its agents, representatives, officers, directors, officials and employees for any claims arising out of **CONTRACTOR'S** work or service.

3.6.3.1 Commercial General Liability. CONTRACTOR shall maintain Commercial General Liability Insurance (CGL) and, if necessary, Commercial Umbrella Insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00 01 10 93 or any replacements thereof. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

The policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision which would serve to limit third party action over claims.

The CGL and the commercial umbrella coverage, if any, additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form CG 20 10 10 01, and shall include coverage for **CONTRACTOR'S** operations and products.

3.6.3.2 <u>Automobile Liability</u>. **CONTRACTOR** shall maintain Automobile Liability Insurance and, if necessary, <u>Commercial Umbrella Insurance with a combined single limit for bodily injury and property</u> damage of no less than \$1,000,000, each occurrence, with respect to **CONTRACTOR'S** vehicles (including owned, hired, non-owned), assigned to or used in the performance of this Contract.

If hazardous substances, materials, or wastes are to be transported, MCS 90 endorsement shall be included and \$5,000,000 per accident limits for bodily injury and property damage shall apply.

3.6.3.3 Workers' Compensation. **CONTRACTOR** shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of **CONTRACTOR'S** employees engaged in the performance of the work or services, as well as Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

CONTRACTOR waives all rights against **COUNTY** and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by **CONTRACTOR** pursuant to this agreement.

In case any work is subcontracted, **CONTRACTOR** will require the Subcontractor to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of **CONTRACTOR**.

3.6.4 <u>Certificates of Insurance</u>.

3.6.4.1 Prior to commencing work or services under this Contract, Contractor shall furnish the County with certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

In the event any insurance policy(ies) required by this contract is(are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of **CONTRACTOR'S** work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to **COUNTY** fifteen (15) days prior to the expiration date.

3.6.4.2 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

3.7 INQUIRIES AND NOTICES:

All inquiries concerning information herein shall be addressed to:

MARICOPA COUNTY
DEPARTMENT OF MATERIALS MANAGEMENT
ATTN: CONTRACT ADMINISTRATION
320 W. LINCOLN ST.
PHOENIX, AZ 85003

Administrative telephone inquiries shall be addressed to:

WALT PRICE, PROCUREMENT CONSULTANT, 602-506-3454 (wprice@mail.maricopa.gov)

Technical telephone inquiries shall be addressed to:

STEPHEN KRAUSNICK, SHERIFF'S PURCHASING, 602-256-1300, X3409 (S_Krausnick@MCSO.maricopa.gov)

Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on Maricopa County.

3.8 PRE-BID CONFERENCE:

THERE WILL BE A MANDATORY PRE-BID CONFERENCE ON MARCH 17, 2004 AT 2:00 P.M. AT THE MARICOPA COUNTY MATERIALS MANAGEMENT DEPARTMENT, 320 W. LINCOLN ST., PHOENIX, AZ 85003.

3.9 SUBMISSION PRICE CLARITY:

For reasons of clarity all submissions of pricing (Attachment A) shall be priced in the same unit (size, volume, quantity, weight, etc.) as the bid specifications request. Submissions (bids) failing to comply with this requirement may be declared non-responsive.

3.10 INSTRUCTIONS FOR PREPARING AND SUBMITTING BIDS:

Bidders are to provide one (1) original "hard copy" (labeled), one hard copy and one (1) electronic copy of pricing on a 3.5" diskette or CD. Bidders are to identify their responses with the bid serial number, title and return address to Maricopa County, Department of Materials Management, 320 West Lincoln, Phoenix, Arizona 85003. A corporate official who has been authorized to make such commitments must sign bids.

ALL REQUESTS FOR DISKETTES MUST BE FAXED TO THE PROCUREMENT CONSULTANT AT (602) 258-1573. IN ADDITION, ONE (1) HARD COPY OF EACH PAGE OF ATTACHMENT A (PRICING PAGE) SHALL BE SUBMITTED WITH YOUR BID.

CHESTER'S HARLEY-DAVIDSON, 922 S COUNTRY CLUB DRIVE, MESA, AZ 85210 CHOSAS HARLEY DAVIDSON INC

PRICING SHEET S075322	. C234002.	C234003	/ B0700128	NIGP	CODE 92962
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WILL Y	OUR FIRM ACCEPT A PROCUR	EMENT CARD F	FOR INVO	DICE PA	YMENT? <u>X</u> Y	YES NO	
,	MAY THE COUNTY TAKE ADV P WHEN PAYING WITH A PROC					FIRM IN THIS	
OTHER	GOV'T. AGENCIES MAY USE T	HIS CONTRACT	: <u>X</u>	YES	NO		
to this o	NG: DO NOT INCLUDE SALES/USE contract will be listed on the purch IG THIS AGREEMENT THAT PLERMS AND CONDITIONS SET FOR	nase order and alle RICES BID ARE	owed at t	ime of p	ayment. BIDDI	ERS CERTIFY BY	
1.1	MINOR SERVICE			\$156.07 / PER SERVICE (2500 / 7500 MILES) 1.5 HOURS			
1.2	MAJOR SERVICE		\$245.43 2.5 HOU		ERVICE (5000 M	IILES)	
			\$438.79 5.25 HO		ERVICE (10,000	MILES)	
			\$672.97 8.5 HOU		ERVICE (20,000	MILES)	
1.3	LABOR RATE OR FLAT RATE (VENDOR FACILITY)		\$79.00 /	PER HO	UR/FLAT (-11%	o = \$70.31)	
1.4	LABOR RATE OR FLAT RATE FOR OUT-OF- SCOPE WORK OR EMERGENCY SERCICE			\$79.00 / PER HOUR/FLAT (-11% = \$70.31)			
1.5	MACHINE SHOP SERVICE		\$79.00 /	PER HO	UR/FLAT (-11%	= \$70.31)	
1.6	LIST BUSINESS HOURS:	7:00 AM TO 7:00 PM, MONDAY – FRIDAY. 8:00 AM TO 5:00 PM, SATURDAY 10:00 AM TO 4:00 PM. SUNDAY					
1.7	INDICATE WARRANTY FOR PARTS AND LABOR:	90 DAYS PART	S AND L	ABOR			
1.8	LIST PARTS DISCOUNT:	COST PLUS 259	%				

<u>CHESTER'S HARLEY-DAVIDSON, 922 S COUNTRY CLUB DRIVE, MESA, AZ 85210</u> <u>CHOSAS HARLEY DAVIDSON INC</u>

Terms: Net 30

Vendor Number: W000001863 X

Telephone Number: 480-894-0404

Fax Number: 480-844-2818

Contact Person: Ron Milanovic Cindy Harrison Denise Williams-Beard

E-mail Address: rmilanovic@chosashd.com_charrison@chosashd.com_dbeard@chestershd.com

Company Web Site: <u>www.chosashd.com</u> <u>www.chestershd.com</u>

Insurance Certificate Required

Contract Period: To cover the period ending MAY 31, 2006 2009

PROBITY CYCLE INC, 260 S ALMA SCHOOL ROAD STE #119, MESA, AZ 85210

PRICIN	NG SHEET S075322, C234002, C2	234003 / B0700128	NIGP C	ODE 92962		
WILL YOUR FIRM ACCEPT A PROCUREMENT CARD FOR INVOICE PAYMENT? <u>X</u> YES NO						
	, MAY THE COUNTY TAKE ADV P WHEN PAYING WITH A PROC				R FIRM IN THIS	
OTHER	GOV'T. AGENCIES MAY USE T	THIS CONTRACT	: <u>X</u>	YESNO		
to this o	NG: DO NOT INCLUDE SALES/USE contract will be listed on the purel of THIS AGREEMENT THAT PERMS AND CONDITIONS SET FOR	hase order and alle RICES BID ARE	owed at ti	ime of payment. BID	DERS CERTIFY BY	
1.1	MINOR SERVICE		\$90.00 / 1.8 HOU	PER SERVICE RS		
1.2	MAJOR SERVICE		\$195.00 3.9 HOU	PER SERVICE RS		
1.3	LABOR RATE OR FLAT RATE (VENDOR FACILITY)		\$50.00 / 3	PER HOUR/FLAT		
1.4	LABOR RATE OR FLAT RATE SCOPE WORK OR EMERGENC		\$50.00 / 3	PER HOUR/FLAT		
1.5	MACHINE SHOP SERVICE		\$50.00 / 3	PER HOUR/FLAT		
1.6	LIST BUSINESS HOURS:	9:00 AM TO 6:0 ON-CALL 24 / 7		ONDAY – FRIDAY.		
1.7	INDICATE WARRANTY FOR PARTS AND LABOR:	30 DAYS PART	S AND L	ABOR		
1.8	LIST PARTS DISCOUNT:	N / A				
MANU	FACTURER OEM OR	CATAL	OG(S)	PRICE COLUMN	ADDITIONAL	

MANUFACTURER	<u>OEM OR</u>	<u>CATALOG(S)</u>	PRICE COLUMN	ADDITIONAL
DESIGNATION	<u>AFTERMARKET</u>	<u>DATE</u>	TO BE USED	DISCOUNT
KAWASAKI	OEM	2/3/2004	SUGGESTED RETAIL	5 %

PROBITY CYCLE INC, 260 S ALMA SCHOOL ROAD STE #119, MESA, AZ 85210

Terms: NET 30

Vendor Number: W000004555 X

Telephone Number: 480-962-9369

Fax Number: 480-962-4175

Contact Person: LISA / GEORGE LESCALLETT

E-mail Address: <u>purrrrdy@netzero.net</u> <u>lmlgcl@probitycycleparts.com</u>

Company Web Site: <u>www.probitycycle.com</u>

Insurance Certificate Required

Contract Period: To cover the period ending MAY 31, 2006 2009